

RECORDATION NO. 20725-H FILED

JUN 10 '11 -12 05 PM

SURFACE TRANSPORTATION BOARD

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June 10, 2011

Ms. Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination, Release of Liens and Bill of Sale (UPRR 1997-D), dated as of June 9, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a full release and termination and relates to the documents previously filed with the Board under Recordation Number 20725.

The names and addresses of the parties to the enclosed document are:

Security Trustee: The Bank of New York Mellon Trust Company,
N.A. (successor to Harris Trust and Savings
Bank)
One Wall Street
New York, NY 10286

Lessor: NBB Green River Lease Co., Ltd.
c/o Normura Babcock & Brown Co., Ltd.
Dai Ichi Edobashi Bldg.
1-11-1 Nihonbashi
Chuo-ku, Tokyo 103
Japan

Ms. Cynthia T. Brown
June 10, 2011
Page 2

Lessee. Union Pacific Railroad Company
1416 Douglas Street
Omaha Nebraska 68179-1580

A description of the railroad equipment covered by the enclosed document is:

29 locomotives TERMINATED: 19 GE AC 4400 CW Diesel Electric Locomotives, UP 6628, UP 6636 – UP 6645 and UP 6647 – UP 6654 and 10 GMC SD-900 MAC Diesel Electric Locomotives, UP 8152 - UP 8161.

A short summary of the document to appear in the index is:

Lease Termination, Release of Liens and Bill of Sale (UPRR 1997-D).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

RWA/EML/sem
Enclosures

RECORDATION NO. 20725-H FILED

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SURFACE TRANSPORTATION BOARD

EXECUTION VERSION

(UPRR 1997-D)

LEASE TERMINATION,
RELEASE OF LIENS
AND
BILL OF SALE

Dated as of June,9, 2011

among

UNION PACIFIC RAILROAD COMPANY

as Lessee

NBB GREEN RIVER LEASE CO., LTD.

as Lessor

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(successor to HARRIS TRUST AND SAVINGS BANK)

as Security Trustee

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific

THIS LEASE TERMINATION, RELEASE OF LIENS AND BILL OF SALE (this "Agreement"), dated as of June 9, 2011 among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), NBB GREEN RIVER LEASE CO., LTD., a corporation formed under the laws of Japan, (the "Lessor" or the "Borrower") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to HARRIS TRUST AND SAVINGS BANK), a national banking association (the "Security Trustee").

WITNESSETH

WHEREAS, the Lessor and the Lessee have heretofore entered into: (i) a Lease Agreement (UPRR 1997-D) (the "Lease"), dated as of June 9, 1997; (ii) a Lease Supplement No. 1 (the "Lease Supplement") thereto, dated as of June 24, 1997; and (iii) a Lessor Security Agreement (the "Lessor Security Agreement"), dated as of June 9, 1997;

WHEREAS, the Borrower and the Security Trustee have heretofore entered into: (i) a Mortgage and Security Agreement (UPRR 1997-D) (the "Mortgage"), dated as of June 9, 1997; and (ii) a Mortgage Supplement No. 1 (the "Mortgage Supplement") thereto, dated as of June 24, 1997;

WHEREAS, the Lessor and the Security Trustee have heretofore entered into a Memorandum of Lease Assignment (UPRR 1997-D) (the "Assignment"), dated as of June 24, 1997;

WHEREAS, the Lease provides for the transfer of all of the Lessor's right, title and interest in and to the Locomotives listed on Exhibit A attached hereto and incorporated herein by this reference (the "Equipment") and for the termination of the Lease, in each case should Lessee exercise its purchase option in accordance with Section 19 of the Lease; and

WHEREAS, the Lessee provided notice to Lessor, dated April 6, 2011, that it has elected to exercise its purchase option and has paid the Purchase Price in full in accordance with Section 19 of the Lease;

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease.

2. The Lessor does hereby acknowledge that (a) any and all Liens under the Lessor Security Agreement are hereby released and canceled; and (b) the Lease and the Lease Supplement are hereby terminated and canceled with respect to the Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee without recourse or warranty except as provided in this paragraph all of its right, title and interest in and to the Equipment, including any and all rights of the Lessor in the Assignment, "as is, where is," free and clear of all right, title and interest of the Lessor and the Lessor's Liens, to have and to hold all and singular the Equipment unto the Lessee, its successors and assigns forever; provided that the Lessee agrees that nothing contained herein shall prejudice those rights of the Lessor which are intended under the Lease to survive the termination thereof. The Security Trustee does hereby acknowledge the foregoing.

3. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific**

4. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

5 This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: 
Name: Gary W Grosz
Title: Assistant Treasurer

NBB GREEN RIVER LEASE CO., LTD.,
as Lessor

By: _____
Name: _____
Title: _____

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., (successor to HARRIS TRUST AND SAVINGS
BANK),
as Security Trustee**

By: _____
Name: _____
Title: _____

**Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific**

4. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

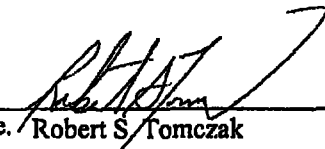
5. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

**UNION PACIFIC RAILROAD COMPANY,
as Lessee**

By: _____
Name: Gary W. Grosz
Title: Assistant Treasurer

**NBB GREEN RIVER LEASE CO., LTD.,
as Lessor**

By:  _____
Name: Robert S. Tomczak
Title: Attorney-in-Fact

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., (successor to HARRIS TRUST AND SAVINGS
BANK),
as Security Trustee**

By: _____
Name: _____
Title: _____

Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific

4. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

5. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.


UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: _____
Name: Gary W. Grosz
Title: Assistant Treasurer

NBB GREEN RIVER LEASE CO., LTD.,
as Lessor

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., (successor to HARRIS TRUST AND SAVINGS
BANK),
as Security Trustee

By:  _____
Name: D. G. DONOVAN
Title: VICE PRESIDENT

Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific

State of Nebraska)
)
County of Douglas) ss

On this ____ day of June, 2011, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Maureen Fong Hinners
Notary Public

My Commission Expires: 12-5-11

State of Illinois)
)
County of Cook) ss

On this ____ day of June, 2011, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., (successor to HARRIS TRUST AND SAVINGS BANK) as Security Trustee and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific

State of Nebraska)
)
County of Douglas) ss

On this ____ day of June, 2011, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Illinois)
)
County of Cook) ss

On this 7th day of June, 2011, before me, a notary public, personally appeared D. G. DONOVAN, to me personally known, who being by me duly sworn says that he is the Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., (successor to HARRIS TRUST AND SAVINGS BANK) as Security Trustee and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)


Notary Public

My Commission Expires:



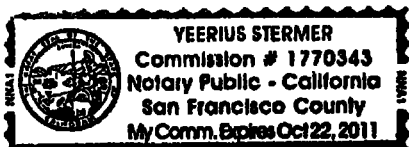
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On June 9, 2011 before me, Yeerius Stermer, notary public

personally appeared Robert S. Tomczak



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease Termination, Release of Liens & Bill of Sale

Document Date: June 9, 2011 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s). _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s). _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific

Exhibit A

SCHEDULE OF EQUIPMENT

<u>Quantity</u>	<u>Equipment</u>	<u>Road Numbers</u>
10	General Motors Corporation (Electro-Motive Division) Model SD-90 MAC Diesel Electric Locomotives	UP 8152 - UP 8161, inclusive
19	General Electric Company AC 4400 CW Diesel Electric Locomotives	UP 6628; UP 6636 - UP 6645, inclusive; and UP 6647 - UP 6654, inclusive

Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific

Exhibit B
Page 1 of 2

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of June 24, 1997	June 23, 1997	20725
Memorandum of Mortgage and Security Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of June 24, 1997	June 23, 1997	20725-A
Memorandum of Lease Supplement No. 1 (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of June 24, 1997	June 23, 1997	20725-B
Memorandum of Mortgage Supplement No. 1 (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Borrower, and Harris Trust and Savings Bank, as Security Trustee, dated as of June 24, 1997	June 23, 1997	20725-C
Memorandum of Lease Assignment (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of June 24, 1997	June 23, 1997	20725-D
Memorandum of Dollar Account Pledge Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of June 24, 1997	June 23, 1997	20725-E
Memorandum of Lessor Security Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of June 24, 1997	June 23, 1997	20725-F

Lease Termination, Release of Liens and Bill of Sale
NBB Green River/Union Pacific

Exhibit B
Page 2 of 2

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Deposit Date</u>
Memorandum of Lease Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of June 24, 1997	June 23, 1997
Memorandum of Mortgage and Security Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of June 24, 1997	June 23, 1997
Memorandum of Lease Supplement No. 1 (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of June 24, 1997	June 23, 1997
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Memorandum of Lease Assignment (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of June 24, 1997	June 23, 1997
Memorandum of Dollar Account Pledge Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of June 24, 1997	June 23, 1997
Memorandum of Lessor Security Agreement (UPRR 1997-D) between NBB Green River Lease Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of June 24, 1997	June 23, 1997

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: 6/10/11



Robert W. Alvord